

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Frederick L. Maytag III		07/30/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	York Creek Winery LLC		
Street Address:	301 Locust Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94118		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1359605	YORK CREEK	
Registration Number:	1359604	YORK CREEK VINEYARDS	
CORRESPONDENCE DATA			
Fax Number:	(415)421-2922		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(415) 421-6500		
Email:	joconnell@sflaw.com		
Correspondent Name:	Jeffrey A. O'Connell, Esq.		
Address Line 1:	One Maritime Plaza, 18th Floor		
Address Line 2:	Shartsis Frieze LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	7439/004		
NAME OF SUBMITTER:	Jeffrey A. O'Connell		
Signature:	/Jeffrey A. O'Connell/		

CH \$65.00 1359605

900168917

TRADEMARK  
 REEL: 004256 FRAME: 0738

Date:

08/09/2010

Total Attachments: 2

source=Assignment of Trademarks#page1.tif

source=Assignment of Trademarks#page2.tif

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made as of July 30, 2010 between Frederick L. Maytag, III, an individual ("Assignor") and York Creek Winery LLC, a California limited liability company ("Assignee") with reference to the following facts:

A. Assignor is the owner of United States federal registrations for the following marks: (i) YORK CREEK (U.S. Registration No. 1359605) and (ii) YORK CREEK VINEYARDS (U.S. Registration No. 1359604) (collectively, the "Registrations"). YORK CREEK and YORK CREEK VINEYARDS are referred to herein as the "Marks".

B. Assignee desires to obtain ownership over all rights to the Marks and the Registrations for all purposes, and all goodwill related thereto, whether such rights are based in common law or under federal or state statute, that Assignor may own or possess as of the date hereof. By executing this Assignment, the parties desire to confirm the assignment and transfer of the Marks and the Registrations and all goodwill related thereto and all rights therein to Assignee.

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties agree as follows:

1. Assignment Of Marks And Registrations. Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest Assignor may now have or ever has had in and to the Marks for any and all purposes, together with all goodwill of the business symbolized by the Marks and the Registrations and all rights therein. The foregoing assignment of the Marks and the Registrations shall include without limitation:

(a) the right to register or renew the Marks and the Registrations in the United States and in any foreign country;

(b) all right, title and interest of Assignor in any pending registration applications for the Marks;

(c) the exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Marks; and

(d) the right to enforce, sue for and collect damages by reason of any past or future infringement or misuse of the Marks.


2. Further Assurances. Assignor agrees to execute and deliver to Assignee any and all instruments or documents that may be necessary or convenient and to provide all assistance reasonably requested by Assignee, to evidence, maintain, defend or enforce this Assignment as well as Assignee's right, title and interest in and to the Marks and to effect the assignment and transfer of the Registrations to Assignee, including but not limited to the recordation of this Assignment with the United States Patent and Trademark Office.

3. No Prior Transfers. Assignor represents and warrants that he has not previously assigned to any third party any right, title or interest in and to the Marks or the associated good will or the Registrations. Assignor acknowledges that he shall have no rights as a result of this Assignment to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Marks or the Registrations.

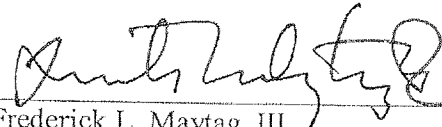
4. Absolute and Exclusive Assignment. This Assignment is absolute, exclusive and irrevocable.

5. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment of marks is duly executed and delivered effective as of the date first above written.

  
Frederick L. Maytag, III

YORK CREEK WINERY LLC

By:   
Name: Frederick L. Maytag, III  
Title: Manager

7439\004\1653233.1